



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Y & C Transportation Consultants, Inc., of Sacramento, for Design of the Ham Lane and Harney Lane Traffic Signal and Lighting Project (\$36,260) and Appropriating Funds (\$55,000)

MEETING DATE: June 20, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement with Y & C Transportation Consultants, Inc., of Sacramento, for design of the Ham Lane and Harney Lane traffic signal and lighting project, in the amount of \$36,260, and appropriating funds in the amount of \$55,000.

BACKGROUND INFORMATION: On December 21, 2011, City Council adopted a resolution approving the Harney Lane Specific Plan with a new traffic signal planned at the Ham Lane and Harney Lane intersection. This intersection ranked first on the City's current Signal Priority List,

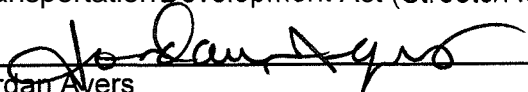
The scope of work for this project includes right-of-way surveying, preliminary engineering and the preparation of final design documents to accommodate the existing interim condition. For the ultimate condition, additional right-of-way is needed and will be acquired as development evolves south of Harney Lane. Staff will attempt to secure agreements from the adjacent property owner to the south to permit installation of the facilities at the ultimate location.

Staff anticipates requesting City Council to approve plans and specifications in August, award the construction contract in October, and begin construction in November of this year.

Staff issued a request for proposals for engineering and design services on May 9, 2012, and received three proposals on May 23, 2012. Based on the written proposals, consultant's qualifications and experience, Y & C Transportation Consultants, Inc., was selected for this project. The total project budget of \$55,000 includes project-related expenses including easement descriptions, staff time and contingencies. Transportation Development Act funds will be utilized.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Requested Appropriation:
Transportation Development Act (Streets/Roads) (329): \$55,000


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director

FWS/CES/pmf

cc: Y & C Transportation Consultants, Inc.
Transportation Manager/Senior Traffic Engineer

APPROVED:


Konrad Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Y & C TRANSPORTATION CONSULTANTS, INC. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for design of the traffic signal and lighting project at the Ham Lane and Harney Lane intersection (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on June 20, 2012 and terminates upon the completion of the Scope of Services or on June 30, 2013, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense to the extent is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Wally Sandelin, Public Works Director

To CONTRACTOR: Y & C Transportation Consultants, Inc.
 3250 Ramos Circle
 Sacramento, CA 95827
 Attn: Daniel Yau

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, ~~ti~~ ~~li~~ and Attorney F

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

Y & C TRANSPORTATION CONSULTANTS, INC.

By: _____



By: _____

Name: Daniel Yau
Title: President

Attachments:
Exhibit A - Scope of Services
Exhibit B - Fee Proposal
Exhibit C - Insurance Requirements

Funding Source:329
(Business Unit & Account No.)

Doc ID: Projects\Signals\Ham_Harney 2012\Y&C_PSA

CA:rev.01.2012

Traffic Signal and Lighting Design Services
Ham Lane and Harney Lane Intersection

Scope of Work

Proposals must present evidence of the firm's qualifications and experience of similar projects. The design must follow the City of Lodi standard plans (see www.lodi.gov) and Caltrans standard plans and specifications (dated July 2006).

A. City-Provided information

1. Existing AM and PM peak hour traffic volumes.
2. Ultimate AM and PM peak hour traffic volumes.
3. Special Provision sample (Microsoft Word document) with applicable sections.
4. Signal Timing for signal turn-on provided by City.

B. Design Criteria and General Information

1. Design speed: 45 mph on Harney Lane and 35 mph on Ham Lane.
2. Provide analysis to determine appropriate phasing for existing and ultimate conditions.
3. Provide "No pedestrian crossing" signage/barricade to the south side due to lack of sidewalk along southern side of Harney Lane.
4. Design shall incorporate the following equipment:
 - All Light Emitting Diode (LED) traffic signal modules for vehicle and pedestrian signal heads.
 - Uni-mount mounting
 - Video detection and/or combination with loop detectors
 - Battery backup system
 - Emergency vehicle preemption

C. Preliminary Engineering

City staff will arrange a meeting with the selected firm to field review the intersection and discuss project development, design time frame, design criteria, address equipment preferences and any other issues and concerns. The minimum requirements for preliminary engineering are as follows:

1. Provide a traffic analysis in letter format addressing phasing, storage lengths, lines of sight and other items to meet conditions.
2. Provide surveying to verify existing ROW to be included in the final design plans.
3. Verify utility locations and coordinate design with appropriate utility companies.
4. Prepare preliminary analysis and design for submittal to City of Lodi Public Works Department/Engineering Division for review and comment.
5. Prepare a preliminary project construction costs.

D. Final Design

1. Prepare final contract documents including but not limited to plans, specifications (Special Provisions only), and final cost estimate (PS&E) required for a formal public bid process.

2. The selected firm will be required to answer any technical questions related to the construction documents during the bidding process and construction phase of the project.
3. The selected firm will not be required to provide construction staking or inspection.

E. Deliverables

- All data collected (provide in original format) such as surveying, drawings, cost estimates, specifications, sketches, etc.
- Copies of all correspondences, including photos, as-builts, other project-relevant documents.
- 90% Submittal:
 - Draft Plans, Specifications & Engineer's Estimate
 - o (1) Full Size; (2) 11 x 17 Size Plans (Draft)
 - o (1) Copy Draft Specifications
 - o (1) Copy of Engineer's Estimate
- 100% Submittal:
 - Final Plans, Specifications & Engineer's Estimate
 - o (1) Full Size; (3) 11 x 17 Size Plans
 - o (1) Copies Specifications
 - o (1) Copy of Engineer's Estimate
- Upon City Approval of 100% Submittal, submit:
 - o (1) Full Size Mylar Plans with Wet Signature utilizing City border
 - o (2) Full Size Plans (Reproducible), and (4) 11 x 17 Size Plans
 - o (2) Copies Specifications
 - o (2) Copies of Engineer's Estimate
 - o PDF Copy of PS&E CAD, Excel, & MS Word Copy
- As-Built Plans
 - o (1) Set of Full Size Plans
 - o PDF Copy of PS&E CAD, Excel & MS Word Copy

Work Schedule

- A project work schedule shall be provided, which would include time frames and dates for completion of draft and final documents. The City has tentatively scheduled construction to begin in November 2012.

Date	Activity
May 9, 2012	Issue RFP
May 15, 2012	Deadline for submitting questions
May 23, 2012 (5:30 PM)	Proposal due
June 20, 2012	City Council award contract for design
<i>August 15, 2012</i>	<i>City Council approve plans and specifications</i>
<i>August 18, 2012</i>	<i>Advertise for construction</i>
<i>September 12, 2012</i>	<i>Bid Opening for construction</i>
<i>November 5, 2012</i>	<i>Begin Signal Construction</i>

I. PROJECT UNDERSTANDING

We have reviewed the existing site conditions as well as the intersection geometrics for the ultimate improvements shown on Exhibit C in the Request-for-Proposal (RFP) and see this design project is relatively straight-forward. However, there are a few suggestions which would accommodate existing interim and ultimate conditions to the greatest extent possible. The suggestions below would also enhance the safety and operation of the signal and correct existing drainage deficiency.

Accommodation for Future Improvement

In the Harney Lane Specific Plan adopted by the City, Harney Lane will be widened from two to four lanes with separate left-turn lanes and raised median. Ham Lane will be extended south of Harney Lane with similar lane configurations as existing (See Figure 1). To accommodate future widening of Harney Lane, we propose installing a 29-5-80 (or 29-5-100) signal standard on the northwest corner but with a 25-ft signal mastarm and a 15-ft luminaire mastarm for the interim condition. The interim signal mastarm will be replaced by a 55-ft ultimate signal mastarm when Harney Lane is widened to ultimate conditions. The proposed 29-5-80 standard has the loading capacity of carrying a 55-ft signal mastarm. Therefore no signal pole replacement will be required during ultimate improvements. On the northeast corner, we propose installing a 29-5-80 (or 29-5-100) signal standard with a 15-ft luminaire mastarm but without the signal mastarm since the south leg does not exist during the interim condition. The luminaire on that particular corner will provide adequate lighting intensity for the crosswalk during interim condition. Since the proposed 29-5-80 signal standard has the loading capacity to carry a 55-ft signal mastarm, a new 55-ft signal mastarm can be installed on that standard when the south leg is constructed during the ultimate improvement. If the City desires, the City may choose to upgrade all 80 mph signal standards to 100 mph standards per latest Caltrans standards. To demonstrate our understanding of the project, a conceptual design for the intersection of Ham Lane and Harney Lane is shown in Exhibit A on Page 10.

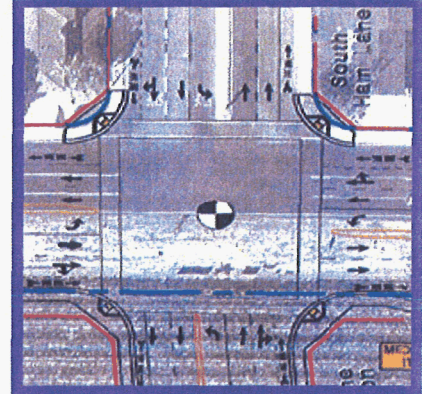


Figure 1

Signal Standards and Drainage South of Harney Lane

Based on Exhibit C in the RFP, the ultimate improvements on the south side of Harney are located in the existing vineyard area. As a result, the proposed ultimate improvements are most likely located outside the City's existing right-of-way. All signal equipments installed on the south side of Harney Lane will most likely be removed when the ultimate improvements are constructed. To minimize the "throw-away" cost, we propose installing a smaller signal standard with shorter mastarm on the southeast corner of the intersection for the eastbound traffic. For the southbound approach, we propose installing two 1-B signal standards instead of a signal mastarm standard. Since these signal standards will be installed relatively close to travel way, we propose providing protection for the interim signal standards with the combination of AC dike and Metal Beam Guard Rail (MBGR). MBGR will also discourage jaywalking crossing Harney Lane at the intersection.

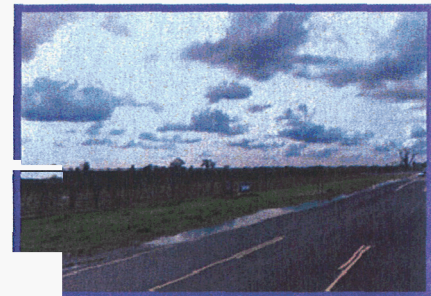


Figure 2

The existing roadway drainage collects and ponds on the south side of this intersection during the rainy season (See Figure 2). We propose installing a drainage inlet that connects into the City's existing underground drainage system. This inlet will mitigate the roadway runoff captured by the AC dike and correct existing ponding problem,-

Utility Coordination

Under existing conditions, there are fire hydrant and underground electrical vault on the northwest corner of the project intersection (See Figure 3). Most likely, waterline and electrical line exist behind existing sidewalk on the northwest corner. In addition, fire hydrant and waterline exist on the northeast corner as well. We will coordinate closely with the utility providers in identifying existing utilities at the project intersection in the early stage of design to avoid any conflicts between existing utilities and proposed signal equipments.



Figure 3

Accessible Pedestrian Signals and Countdown Pedestrian Signal Head

As the population is aging, more people become visually impaired. Accessible Pedestrian Signals (APS) are mainly non-visual pedestrian signal such as audible tones, speech message, and/or vibration surface located at the pedestrian pushbutton (See Figure 4). Installing APS would further enhance the pedestrian safety at the signalized intersections, Y&C's previous experience with APS in various municipalities would help to expedite the design if APS will be included in

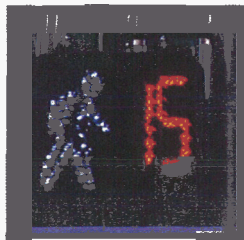


Figure 5

this project. In addition installing APS, we highly recommend the use of countdown pedestrian signals at the project intersection (See Figure 5). The countdown pedestrian signals are easily understood by all age groups; they increase the feeling of safety; reduce the number of pedestrians stranded in the crosswalk when the signal changes. With more than 18 percent of the City's population being over 60 years old, the countdown pedestrian signals are well suited for wide crossings such as the one crossing Ham Lane.



Figure 4

II. WORK PLAN

Project Management

The keys to making this project successful include:

- ❖ Maintain clear communication between the City and Y&C
- ❖ Keep the project on schedule
- ❖ Complete design within budget
- ❖ Maintain high quality of deliverables

Communication

Y&C will start the project with a kick-off meeting. In addition, Y&C will hold Project-Development Team (PDT) meetings on a regular basis. Y&C will prepare meeting minutes to document discussion and action items. Y&C will also use e-mail to communicate with all the stakeholders. All e-mails will be filed electronically and with hard copy to document all the correspondences. Y&C will also prepare progress report monthly, which will be submitted with invoice to the City for review. The progress report describes the work completed in the past month, anticipated work items in the coming month, as well as any potential changes of scope, budget and schedule.

Schedule

Y&C will create submittal logs to keep track of submittal date and review comment due date. If we do not receive comments from the City on the comment due date, we will follow up with the City. The submittal log has been proven a useful tool helping us to keep the project on schedule in a proactive manner.

Budget

Y&C will use its in-house Work-in-Progress summary to keep track of project budget biweekly. We are proud of our record of less than one percent of our projects exceeding their design budgets since our establishment in 1997.

Quality

Y&C's commitment to quality is driven from top management down through the technical staff. All personnel are thoroughly trained and provided with the necessary tools and knowledge to perform tasks as efficiently and accurately as possible. Y&C has developed in-house Quality Control Procedures, which will be used to provide QA/QC of all deliverables for this project. As part of the process, the CAD operator, designer, and reviewer are required to initial the Plan Check Stamp to ensure all corrections are made. A copy of our Plan Check Stamp is shown on the right, The success of our QA/QC program is evidenced by minimal number of change orders in the field as well as various awards from ASCE, APWA, ACEC (CELSOC), CMAA, SACOG, Caltrans and California Transportation Foundation. A complete set of design plan check guidelines will be provided, upon request,

Y&C CHECK PRINT			
1	CHECKED BY: RED, GREEN, BLUE	INITIALS	DATE
2	CORRECTED BY: YELLOW	INITIALS	DATE
3	BACK CHECK BY: BLUE	INITIALS	DATE
4	REVIEWED BY: RED, GREEN, BLUE	INITIALS	DATE

Work Scope

The Y&C team will perform all the tasks in the work scope in the RFP and will provide the following deliverables based on the assumptions below:

Deliverables:

- A traffic tech memo summarizing traffic analysis
- One sheet of no scale cover sheet
- One sheet of 1"=20' traffic signal layout plan
- One sheet of no scale signal equipment and conductor schedules
- One sheet of 1"=40' signing and striping plan
- One sheet of 1"=40' intersection layout/utility plan
- One sheet of no scale construction details
- Technical specifications and construction cost estimates

Assumptions:

- No utility relocations of City owned facilities (sewer, water, or storm drain),
- No potholing of existing utilities.
- Attendance at up to two meetings with City staff to discuss the project.
- No curb ramps will be replaced with this project.
- No pavement replacement or rehabilitation is assumed with project.
- No geotechnical review or R-values are proposed with this project.
- No survey staking is assumed in this scope.
- City will package PS&E for bidding,

III. WORK SCHEDULE

The City has tentatively scheduled construction to begin in November 2012. We have incorporated this schedule into our project schedule. As noted in the schedule below, design will be completed by August 14, 2012. This project schedule is consistent with the City's tentative schedule. With our design team's experience and available resources, we are confident that any changes to the schedule proposed by the City could be accommodated.

PROJECT TASKS	DURATION	DATE OF COMPLETION
Notice To Proceed - 6/20/2012		
Traffic Tech Memo	2 WEEKS	7/3/2012
City Review/Base Plan Due	1 WEEK	7/11/2012
90% PS&E	2 WEEKS	7/27/2012
City Review	1 WEEK	8/3/2012
100% PS&E	1 WEEK	8/10/2012
City Review	1 DAY	8/13/2012
Final PS&E	1 DAY	8/14/2012

1. SERVICE POINT FOR TRAFFIC SIGNAL ~~WILL~~ BE FROM A PAD-MOUNTED TRANSFORMER LOCATED IN ~~BETWEEN~~ 1315 AND 1321 HARNEY LANE.
2. ALL 80 MPH SIGNAL STANDARDS CAN BE REMSED TO 100 MPH STANDARDS IF THE CITY DESIRES.

- 1] FURNISH AND INSTALL ECONOUTE ASC/2S CONTROLLER WITH MEYERS POWERBACK-1250 BATTERY BACK-UP SYSTEM IN A TYPE P CABINET. DOOR SHALL FACE EAST. CONSTRUCT 4'x3'x4" P.C.C. PAD WEST OF THE CONTROLLER CABINET.
- 2] FURNISH AND INSTALL TYPE III-AF SERMCE ENCLOSURE. DOOR SHALL FACE EAST.
- ☐ INSTALL 29-5-80 STANDARD WITHOUT SMA AND 15' LMA (55' SMA TO BE INSTALLED FOR ULTIMATE CONDITION).
- ☐ INSTALL **19-4-80** STANDARD WITH 25' SMA AND 6' LMA.
- ☐ INSTALL 29-5-80 STANDARD WITH **25'** SMA AND 15' LMA. (55' SMA TO BE INSTALLED FOR ULTIMATE CONDITION)
- ☐ INSTALL 1-B STANDARD.
- 7] INSTALL 4 SECTION SIGNAL HEAD. SEE DETAIL A ON THIS SHEET.

EVDa = 02 + 05
EVDb = 04
EVDc = 06

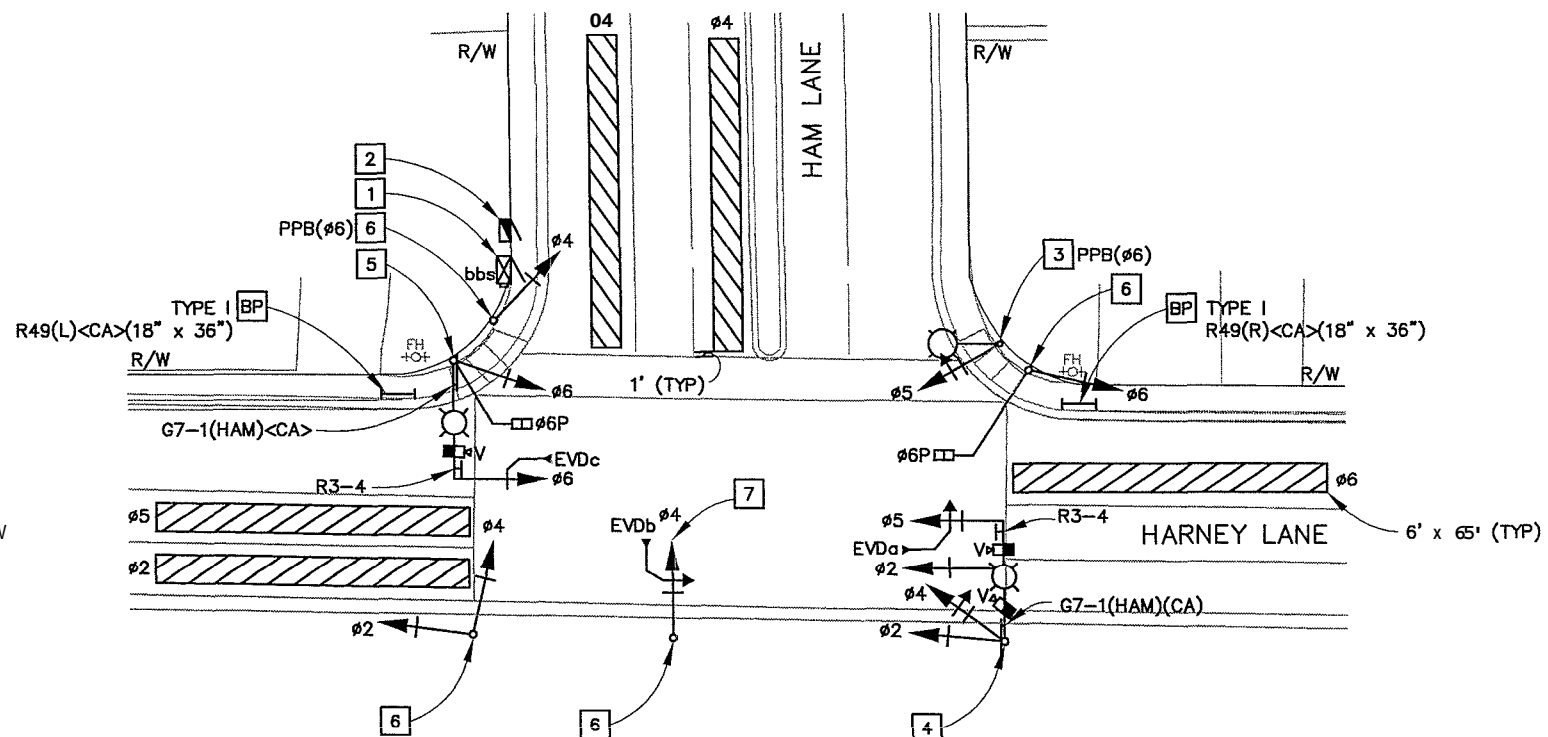
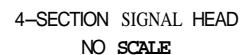
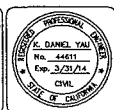


EXHIBIT A



Y&C
TRANSPORTATION CONSULTANTS, INC.
3250 RAMOS CIRCLE
SACRAMENTO, CA 95827
(916) 365-8000 FAX: (916) 366-8008

	NO.	REVISIONS	DATE	BY	SHEET	TOTAL SHEETS	SCALE
					ET	KDY	1"=20'
					CHECKED	DWG	NOT
					KDY	5/23/12	N/A
					APPROVED		DESIGNED FOR
					CITY ENGINEER	DATE	JOB NUMBER



CITY OF LODI
PUBLIC WORKS DEPARTMENT

PROPOSAL FOR
TRAFFIC SIGNAL AND LIGHTING DESIGN SERVICES
HAM LANE AND HARNEY LANE INTERSECTION

PLAN SET
TITLE
DATE 5/23/12
BY

Y&C Transportation Consultants, Inc.
5/24/12

City of Lodi Ham Lane/Harney Lane Signalization Manhours and Fee Breakdown by Task												
Tasks	Y&C				Y&C		Mark Thomas & Co.*		Baumbach & Piazza**		Other Direct Costs*	Total Cost
	D. Yau Engr. XII \$200/hr	K. Chan Engr. X \$170/hr	Engr. III \$78/hr	Engr. I \$58/hr	Total Hours	Total Fee	Total Hours	Total Fee	Total Hours	Total Fee		
1.0 Survey/Base Mapping/Data Gathering		1			1	\$170			LS	\$7,500	\$0	\$7,670
2.0 Utility Conflict Identification		1	4		5	\$482	16	\$2,180			\$8	\$2,670
3.0 Plans, Specs, and Estimates (Prelim & Final)												
3.1 Design Plans	8	24	32	32	96	\$10,032	34	\$4,430			\$198	\$14,660
3.2 Specs and Estimates	2	8	4	4	18	\$2,304	14	\$2,330			\$46	\$4,680
4.0 Bidding and Construction Support		8			8	\$1,360	8	\$1,080			\$20	\$2,460
5.0 Proj. Management/Meetings	6	8			14	\$2,560	10	\$1,510			\$50	\$4,120
Total Hours	16	50	40	36	142		82					
Total Costs	\$2,800	\$7,000	\$3,200	\$1,620		\$16,908		\$11,530		\$7,500	\$322	\$36,260

* See attached fee proposal from Mark Thomas & Co., Inc.

** See attached proposals from Baumbach & Piazza

\\P:\proposals\2012\1605-12\Y&C fee proposal for Ham-Harney Signal 05-24-12



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|--|---|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
 \$1,000,000 Ea. Occurrence

 \$2,000,000 Aggregate</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
 \$1,000,000 Bodily Injury - Ea. Person
 \$1,000,000 Bodily Injury - Ea. Occurrence
 \$1,000,000 Property Damage - Ea. Occurrence</p> |
| <p>3. <u>PROFESSIONAL ERRORS AND OMISSIONS</u>
 Not less than \$1,000,000 per Claim. Certificate of Insurance only required.</p> | |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

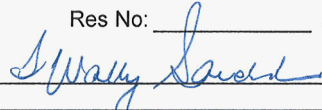
Compensation insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

1. AA# _____
2. JV# _____

CITY OF LODI		
APPROPRIATION ADJUSTMENT REQUEST		
TO:	Internal Services Dept. - Budget Division	
3. FROM:	Rebecca Areida-Yadav	5. DATE: 05/30/2012
4. DEPARTMENT/DIVISION: Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	329		3205	Fund Balance	\$ 55,000.00
B. USE OF FINANCING	329	329006	7323	Ham/Harney Signal	\$ 55,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET
<p>Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.</p> <p>Professional services agreement with Y&C Transportation Consultants for the design of the Ham and Harney Lane traffic signal and lighting project.</p>
<p>If Council has authorized the appropriation adjustment, complete the following:</p> <p>Meeting Date: <u>06/20/2012</u> Res No: <u> </u> Attach copy of resolution to this form.</p> <p>Department Head Signature: <u></u></p>

8. APPROVAL SIGNATURES
Deputy City Manager/Internal Services Manager
Date

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-105

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
PROFESSIONAL SERVICES AGREEMENT FOR
DESIGN OF THE HAM LANE AND HARNEY LANE
TRAFFIC SIGNAL AND LIGHTING PROJECT AND
FURTHER APPROPRIATING FUNDS

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WHEREAS, on December 21, 2011, City Council adopted a resolution approving the Harney Lane Specific Plan with a new traffic signal planned at the Ham Lane and Harney Lane intersection; and

WHEREAS, staff issued a request for proposals for engineering and design services on May 9, 2012, and received three proposals on May 23, 2012; and

WHEREAS, based on the written proposals, consultant's qualifications and experience, staff recommends executing a Professional Services Agreement with Y & C Transportation Consultants, Inc., of Sacramento, California, for this project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a Professional Services Agreement with Y & C Transportation Consultants, Inc., of Sacramento, California, for the design of the Ham Lane and Harney Lane Traffic Signal and Lighting Project in the amount of \$36,260; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the agreement; and

BE IT FURTHER RESOLVED that funds in the amount of \$55,000 be appropriated from Transportation Development Act (Streets/Roads) Funds.

Dated: June 20, 2012

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I hereby certify that Resolution No. 2012-105 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Johnson, Katzakian, and
Mayor Mounce

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - Nakanishi

ABSTAIN: COUNCIL MEMBERS - None


RANDI JOHL
City Clerk